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TC 1700

MLP 7251
PATENT

1745
81

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of John K. Shannon
Serial No. 09/862,792
Filed May 22, 2001
Confirmation No. 8995
For BATTERY ASSEMBLING METHOD
Examiner Susy N. Tsang-Foster, Ph.D.

Art Unit 1745

June 25, 2004

**LETTER REGARDING PREVIOUSLY SUBMITTED:
POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST, REVOCATION OF
PRIOR POWERS AND PERMITS TO INSPECT, CHANGE OF CORRESPONDENCE
ADDRESS AND CERTIFICATE UNDER 37 CFR §3.73(b)**

TO THE COMMISSIONER FOR PATENTS
Washington DC 20231

SIR/MADAM:

On February 11, 2004, Applicant submitted an executed Power of Attorney By Assignee of Entire Interest, Revocation of Prior Powers and Permits to Inspect, Change of Correspondence Address and Certificate Under 37 CFR §3.73(b) and attachments thereto for entry into the above-referenced patent application. But as of June 25, 2004, information contained on the Patent Application Information Retrieval (PAIR) system indicated that the documents had not been entered into the file history of the application. A
* copy of the previously submitted documents and a copy of the express mail label and return post card, each dated February 11, 2004, are enclosed.

Applicant respectfully requests that the enclosed copy of the previously submitted Power of Attorney By Assignee of Entire Interest, Revocation of Prior Powers and Permits to Inspect, Change of Correspondence Address and Certificate Under 37 CFR



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PATENT

§3.73(b) and attachments thereto be entered into the record of the above-referenced patent application. Please send all future correspondence to the address stated therein.

Respectfully submitted,

Kurt F. James, Reg. No. 33,716
SENNIGER, POWERS, LEAVITT & ROEDEL
One Metropolitan Square, 16th Floor
St. Louis, Missouri 63102
(314) 231-5400

CERTIFICATE OF MAILING

I certify that this Letter Regarding Previously Submitted: Power of Attorney By Assignee of Entire Interest, Revocation of Prior Powers and Permits to Inspect, Change of Correspondence Address and Certificate Under 37 CFR §3.73(b) concerning application Serial No. 09/862,792 is being deposited with the United States Postal Service as first class mail, postage prepaid, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450 on this 25th day of June, 2004.

Mindy L. Ward

KFJ/BGP/mlw
*Enclosure



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Application of John K. Shannon
Serial No. 09/862,792
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Examiner Susy N. Tsang Foster

Art Unit 1745

February 11, 2004

LETTER REGARDING:

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST, REVOCATION OF
PRIOR POWERS AND PERMITS TO INSPECT, CHANGE OF CORRESPONDENCE
ADDRESS AND CERTIFICATE UNDER 37 CFR §3.73(b)

TO THE COMMISSIONER FOR PATENTS
Washington DC 20231

SIR:

* Please enter the enclosed Power of Attorney By Assignee of
Entire Interest, Revocation of Prior Powers and Permits to
Inspect, Change of Correspondence Address and Certificate Under
37 CFR §3.73(b) and attachments thereto into the record of the
above-referenced patent application and send all future
correspondence to the address stated therein.

Respectfully submitted,

Kurt F. James, Reg. No. 33,716
SENNIGER, POWERS, LEAVITT & ROEDEL
One Metropolitan Square, 16th Floor
St. Louis, Missouri 63102
(314) 231-5400

KFJ/BGP/mlw
*Enclosure

Express Mail No. EV 416450153 US

EV416450153US



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application of John K. Shannon
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POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST, REVOCATION OF
PRIOR POWERS AND PERMITS TO INSPECT, CHANGE OF CORRESPONDENCE
ADDRESS AND CERTIFICATE UNDER 37 CFR §3.73(b)

TO THE COMMISSIONER FOR PATENTS,

SIR:

MiTek Holdings, Inc., assignee of the entire right, title and interest in and to the invention of the above-identified U.S. patent application, hereby revokes and cancels all existing powers of attorney in the above-identified patent application and appoints the following attorneys: Donald G. Leavitt (17,626), John K. Roedel, Jr. (25,914), Michael E. Godar (28,416), Edward J. Hejlek (31,525), William E. Lahey (26,757), Richard G. Heywood (18,224), Frank R. Agovino (27,416), Kurt F. James (33,716), Paul I. J. Fleischut (35,513), Vincent M. Keil (36,838), Robert M. Evans, Jr. (36,794), Robert M. Bain (36,736), Kathleen M. Petrillo (35,076), Richard L. Bridge (40,529), Christopher M. Goff (41,785), Derick E. Allen (43,468), Michael G. Munsell (43,820), Anthony R. Kinney (44,834), Brian P. Klein (44,837), Donald W. Tuegel (45,424), Steven M. Ritchey (46,321), Kathryn J. Doty (40,593), James J. Barta, Jr. (47,409), Richard A. Schuth (47,929), Jennifer E. Hoekel (48,330), Timothy B. McBride (47,781), Andrew N. Claerbout (50,202), James D. Harper (51,781), Patricia K. Fitzsimmons (52,894), Kofi Adzamli (52,545), Andrew C. Wegman (54,530), Bradley S. Schammel (54,667), Brian G. Panka (53,430) and Laura J. Hilmert (P-55,871), all of the law firm of SENNIGER, POWERS, LEAVITT & ROEDEL, One Metropolitan Square, 16th Floor, St. Louis, Missouri 63102, and telephone number (314) 231-5400, or their duly appointed associate, attorneys in said

application, with full power of substitution, revocation and addition, to prosecute this application, to make alterations and amendments therein, and to transact all business in the Patent and Trademark Office in connection therewith.

MiTek Holdings, Inc. hereby revokes and cancels all existing permits to inspect the official file of the above-identified patent application.

Please change the correspondence address for the above-identified patent application to Customer Number 321 for all purposes, including all notices, receipts, refunds and all other communications.

MiTek Holdings, Inc. further certifies, pursuant to 37 CFR 3.73(b), that it is the assignee of the entire right, title and interest in the above-identified U.S. patent application by virtue of a chain of title from the inventor to the current assignee as shown below:

1. From John K. Shannon
To Enersafe Corporation

The document was recorded in the Patent and Trademark Office at Reel 014031, Frame 0905. A copy of the recorded assignment document is attached hereto.

2. From Enersafe Corporation
To Tekmax, Inc.

The document was recorded in the Patent and Trademark Office at Reel 014027, Frame 0622. A copy of the recorded assignment document is attached hereto.

3. From Tekmax, Inc.
To Tekmax Acquisition Company

The document was executed on January 5, 2004 and submitted for recording in the Patent and Trademark Office on January 22,

2004. A Reel number and Frame number have not yet been assigned.

* A copy of the executed assignment document is attached hereto.


4. From Tekmax Acquisition Company
To MiTek Holdings, Inc.

The document was executed on January 12, 2004 and submitted for recording in the Patent and Trademark Office on January 22, 2004. A Reel number and Frame number have not yet been assigned.
* A copy of the executed assignment document is attached hereto.

The undersigned (whose title is provided below) is empowered to sign this statement on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

MITEK HOLDINGS, INC.

By 
Joseph C. Carr Jr., Esq.

Title: Vice President, Secretary
and General Counsel

Date: Feb. 6, 2004

KFJ:BGP/mlw
*Attachments



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JUL 06 2004

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Assignment 1.

From John K. Shannon

To Enersafe Corporation



Please type a plus sign (+) inside this box → ☐

PTO/SB/21 (08-00)
Approved for use through 10/31/2002. OMB 0651-0031
Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

+

TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

Application 09/862,792

Filing Date May 22, 2001

First Named Shannon

Group Art Unit

Examiner Name

Total Number of Pages in This Submission

Attorney Docket Number ENC-107US

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JUL 06 2004
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ENCLOSURES (check all that apply)

<input type="checkbox"/> Fee Transmittal Form	<input checked="" type="checkbox"/> Assignment Papers (for an Application)	<input type="checkbox"/> After Allowance Communication to Group
<input type="checkbox"/> Fee Attached	<input type="checkbox"/> Drawing(s)	<input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences
<input type="checkbox"/> Amendment / Response	<input type="checkbox"/> Licensing-related Papers	<input type="checkbox"/> Appeal Communication to Group (Appeal Notice, Brief, Reply Brief)
<input type="checkbox"/> After Final	<input type="checkbox"/> Petition	<input type="checkbox"/> Proprietary Information
<input type="checkbox"/> Affidavits/declaration(s)	<input type="checkbox"/> Petition to Convert a Provisional Application	<input type="checkbox"/> Status Letter
<input type="checkbox"/> Extension of Time Request	<input type="checkbox"/> Power of Attorney, Revocation Change of Correspondence	<input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):
<input type="checkbox"/> Express Abandonment Request	<input type="checkbox"/> Terminal Disclaimer	Return Postcard Check for \$40.00
<input type="checkbox"/> Information Disclosure Statement	<input type="checkbox"/> Request for Refund	
<input type="checkbox"/> Certified Copy of Priority Document(s)	<input type="checkbox"/> CD, Number of CD(s) _____	
<input type="checkbox"/> Response to Missing Parts/Incomplete Application	Remarks	
<input type="checkbox"/> Response to Missing Parts under 37 CFR 1.52 or 1.53		

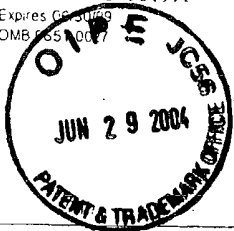
SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm or Individual name	Peter N. Jansson, Reg. No. 26,185 Jansson, Shupe & Munger, Ltd. 245 Main Street, Racine, WI 53403
Signature	
Date	May 1, 2003

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231 on this date: May 1, 2003			
Typed or printed name	Chris Wipper		
Signature		Date	May 1, 2003

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U. S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.



RECORDATION FORM COVER SHEET PATENTS ONLY

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type
☒ New

☐ Resubmission (Non-Recordation)

Document ID#
☐ Correction of PTO Error

Reel #

Frame #
☐ Corrective Document

Reel #

Frame #
Conveyance Type
☒ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other
U.S. Government

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File

☐ Secret File

Conveying Party(ies)
☐ Mark if additional names of conveying parties attached

Name (line 1) John K. Shannon

Execution Date
Month Day Year
 04/30/2003

Name (line 2)
Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)
Receiving Party
☐ Mark if additional names of receiving parties attached

Name (line 1) Enersafe Corporation

Name (line 2)
☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Address (line 1) 1424 Ninth Street

Address (line 2)

Address (line 3) Racine

 WI

 53403

City

State/Country

Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)
FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Correspondent Name and Address

Area Code and Telephone Number

262/632-6900

Name Peter N. Jansson, Reg. No. 26,185

Address (line 1) Jansson, Shupe & Munger, Ltd.

Address (line 2) 245 Main Street

Address (line 3) Racine, WI 53403

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

09/862,792

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

40.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the

Deposit Account Number:

10-0270

Authorization to charge additional fees:

Yes

☒

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Peter N. Jansson, Reg. No. 26,185

Name of Person Signing

Signature

May 1, 2003

Date

Assignment of Rights in Invention
(Sole inventor; single assignee)

Docket No.
ENC-107US

Inventor

Residence of Inventor

John K. Shannon

200 South Vincennes
Racine, WI 53402

Assignee

Residence or Principal Place of Business of Assignee

Enersafe Corporation

1424 Ninth Street
Racine, WI 53403

Whereas, I, the above-identified Inventor, have invented certain new and useful improvements in:
Battery Assembling Method (U.S. Serial No. 09/862,792, filed May 22, 2001 and European Patent Application No. 02253513.2, filed May 17, 2002.)

(hereinafter referred to as "Invention") for which I am making application for Letters Patent in the United States of America;

And, whereas I desire to assign a 100% undivided interest in said Invention, said application disclosing the Invention and any Letters Patent which may be granted therefor to the above-identified Assignee, and whereas said Assignee is desirous of acquiring the entire right, title and interest in the same;

Now, this indenture witnesseth, that for the sum of **One** *dollars (\$*
1.00 *), and other good and valuable consideration, the receipt whereof is hereby acknowledged;*

I hereby assign, sell and transfer a 100% undivided interest in said invention, said application, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted for said Invention, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to me with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

And I hereby authorize and request the Commissioner of Patents and Trademarks to issue said United States Letters Patent to said Assignee, as assignee of the whole right, title and interest thereto;

And I further agree to execute all necessary and lawful future documents, including assignments in favor of Assignee, or its designees as Assignee or its Assignees may from time-to-time present to me in order to perfect title in said Invention, modifications, and improvements in said Invention, applications and Letters Patent of the United States and countries foreign thereto;

Assignment of Rights in Invention
(Sole inventor; single assignee)

Docket No.
ENC-107US

Inventor

Residence of Inventor

John K. Shannon

200 South Vincennes
Racine, WI 53402

Assignee

Residence or Principal Place of Business of Assignee

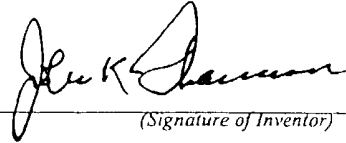
Enersafe Corporation

1424 Ninth Street
Racine, WI 53403

And I further agree to sign and properly execute such necessary and lawful papers for application for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee thereof shall hereafter require and prepare at its own expense.

Executed this 30 day of April, in the year 2003

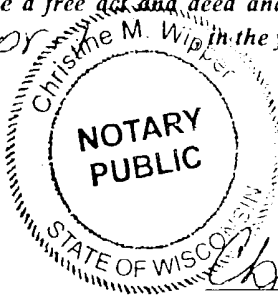
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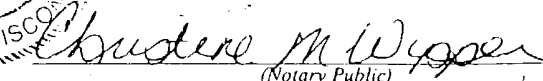

(Signature of Inventor)

State of WI

County of Racine

Before me personally appeared John K. Shannon who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to execute the same this 30 day of Apr in the year 2003




(Notary Public)
My Commission expires 8/20/2006



Assignment 2. From Enersafe Corporation
To Tekmax, Inc.

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Final Copy!!!

2/6/03
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PATENT ASSIGNMENT AGREEMENT

This Assignment Agreement ("Agreement"), made and effective on the last date of execution as indicated below, is by and between Enersafe Corporation ("Enersafe"), a Wisconsin corporation of 3700 Quick Drive, Franksville, Wisconsin 53126, and Tekmax Inc. ("Tekmax"), an Oregon corporation of 32220 E. Old Hwy. 34, Tangent, Oregon 97389. John K. Shannon ("Shannon") personally joins as a party in view of the provision on a possibility of consulting and to join in the assignment of patent assets.

For good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

Assignment of Patent Assets

1. Assignment of Subject Patents. Enersafe hereby assigns to Tekmax all right, title and interest in the patents and patent applications listed in attached Schedule A, including all inventions disclosed and claimed therein, any and all related patents and patent applications arising in any way therefrom (including any reissues, continuations, continuations-in-part, extensions, and confirmations or other counterpart patents in any country), whether filed or unfiled, all rights of action, and any and all other rights pertaining thereto. Such patents and patent applications are referred to herein as the "Subject Patents."

2. Follow-up Cooperation on Documents. Upon execution of this Agreement, Enersafe will also execute a Patent Assignment in the attached form (with Schedule A) for recording purposes. If ever requested by Tekmax, Enersafe will execute any additional assignment-related documents for the purpose of recording Tekmax's ownership.

3. Assignment of Certain Inventions. Enersafe and Shannon hereby assign to Tekmax any and all prospective patent rights in the following improvement concepts: (a) pouring hot melt into battery cover on poured lead (rather than using pre-applied hot melt), so that heat of fusion of the hot melt is not drawn from the poured strap lead; (b) induction pre-heating of plate lugs just prior to dipping into the plate strap lead; and (c) feeding the lead reservoir with melted lead (e.g., a melted lead wire feed), rather than adding solid lead to the reservoir. If Tekmax pursues patent protection on such concepts, Shannon will cooperate with Tekmax by executing patent application papers as requested, including formal assignment papers.

Payment Obligations for Assignment

4. Initial Tekmax Payment. Immediately upon Enersafe's showing to Tekmax that the required steps have been taken to record the above-noted Patent Assignment in the U.S. Patent & Trademark Office, Tekmax will send Enersafe (by overnight courier to Enersafe's attorney) a check for Four Hundred and Five Thousand Dollars (\$405,000) payable to Enersafe Corporation.

5. Battery-Based Royalty-Sharing. If Tekmax, any time during the life of the Subject Patents, enters into a license agreement with a customer that acquires from Tekmax a battery-making machine which is covered by, and/or makes batteries covered by, one or more of the Subject Patents, and such license agreement generates royalties based on the customer's sales of batteries made using such machine, then Tekmax will pay Enersafe (a) one-half of such royalties

received by Tekmax from such customer or (b) one-quarter percent (0.25%) of the subject battery sales of such customer, whichever is greater. Tekmax will make royalty reports for each calendar quarter and royalty-sharing payments, if due, will be paid within forty-five (45) days of the close of the calendar quarter. Enersafe will have the right to review Tekmax's records periodically (but no more than once annually) to confirm the accuracy of royalty reports. Nothing herein obligates Tekmax to enter into such an agreement with any of its customers.

6. Payments in Lieu of Battery-Based Royalty-Sharing. If Tekmax does not enter into a license agreement as referred to in paragraph 5 above with a customer acquiring from it a battery-making machine which is covered by, and/or makes batteries covered by, one or more of the Subject Patents, then Tekmax shall instead pay Enersafe a one-time payment for such battery-making machine based on the production capacity of such machine, as follows:

- Ten Thousand Dollars (\$10,000) if the machine is a lab-test machine;
- Twenty Thousand Dollars (\$20,000) if the machine is a machine having a capacity no greater than one (1) battery per minute;
- Thirty Thousand Dollars (\$30,000) if the machine is a machine having a capacity of more than one (1) but no greater than two (2) batteries per minute; or
- Fifty Thousand Dollars (\$50,000) if the machine is a machine having a capacity greater than two (2) batteries per minute.

The per-machine payment for any machine shall be made within thirty (30) days of delivery of such machine to the customer. Such payment requirement applies to machine sales during the life of the Subject Patents; the Subject Patents will not be allowed to expire early to avoid such payment obligations.

7. No Further Payments. Tekmax shall have no other payment obligations to Enersafe.

Further Enersafe/Shannon Obligations

8. Follow-up Cooperation on Patent Matters. Enersafe and Shannon will cooperate with Tekmax in patent filing and prosecution matters as reasonably requested, doing so without charge to Tekmax for services.

9. Availability for Consultation. Shannon will be available for telephone consultations as reasonably requested by Tekmax.

10. Enersafe/Shannon Non-Competition. Enersafe and Shannon shall refrain from competing with Tekmax in manufacture and sale of battery-making machines and refrain from entering into a battery-manufacturing business. Such non-competition obligations are world-wide in scope and extend for ten (10) years from the date of this Agreement.

11. New Inventions/Developments and Tekmax First-Look Rights. Notwithstanding the foregoing, Enersafe and Shannon remain free to engage in battery-related invention, development and licensing activities; however, Enersafe and Shannon agree that, before licensing or otherwise transferring any battery-related invention to any third party, Enersafe and Shannon will disclose such invention to Tekmax and provide Tekmax an opportunity to acquire such invention.

Miscellaneous Provisions

12. Future Assignment by Tekmax. As long as any of the above payment obligations remains in effect, any assignment of the Subject Patents and/or of this Agreement by Tekmax to a third party will require that Enersafe provide its consent to such Tekmax assignment; however, Enersafe's consent cannot be withheld except for reasons related to assurance that any remaining payment obligations will be satisfied.

13. Limited Reversionary Rights. While the above payment obligations remain in effect, the occurrence of certain events or conditions (see below) shall cause reversion of ownership of the Subject Patents to Enersafe. Such events and conditions are: (a) Tekmax and its owners ending their business without sale thereof to a third party; (b) a Tekmax bankruptcy; and (c) a reversion notice by Enersafe based on a breach by Tekmax of a payment obligation which is not cured by Tekmax within sixty (60) days of a written notice of such breach to Tekmax.

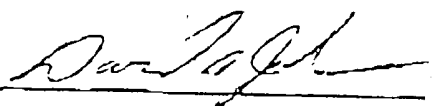
14. Entire Agreement. This Agreement replaces any and all previous agreements between Enersafe and Tekmax and contains the entire understanding of the parties with respect to the Subject Patents, assignment thereof, and related matters. Any amendment shall be in a written document signed by the parties.

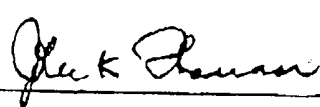
15. Execution and Form. This Agreement may be signed in counterpart -- i.e., with the parties signing separate duplicate originals. Faxed executed copies of this Agreement shall be as effective as originals.

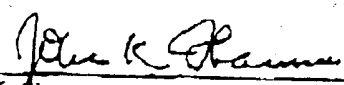
The parties have indicated their agreement to the foregoing by signing below.

TEKMAX INC.

ENERSAFE CORPORATION

By 

By 


John K. Shannon

29
Date 5/6/03

Date 5/5/03

PATENT ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Enersafe Corporation ("ASSIGNOR"), a Wisconsin corporation having offices at 3700 Quick Drive, Franksville, Wisconsin 53126 (and formerly having offices at 1424 Ninth Street, Racine, Wisconsin), owner of all the United States and European patents and patent applications listed in Schedule A hereof, which are collectively referred to as the "Subject Patents," hereby assigns to Tekmax Inc. ("ASSIGNEE"), an Oregon corporation having offices at 32220 E. Old Hwy 34, Tangent, Oregon 97389, ASSIGNOR's entire right, title and interest in and to the Subject Patents, including all inventions disclosed and claimed therein, any and all related patents and patent applications arising in any way therefrom (including any reissues, continuations, continuations-in-part, extensions, and confirmations or other counterpart patents in any country), whether filed or unfilled, all rights of action, and any and all other rights pertaining thereto.

In witness whereof, ASSIGNOR, by its duly authorized officer, has executed this assignment as of the date written below.

ENERSAFE CORPORATION

By John K. Shannon
John K. Shannon, President

Date 2 May 2003

State of Wisconsin)
)ss
County of Racine)

Before me personally appeared John K. Shannon, known by me to be President of Enersafe Corporation, who acknowledged the foregoing instrument and represented that he is authorized to execute the same on behalf of Enersafe Corporation on the date indicated above.

Carolyn E. Zeman
Notary Public
My Commission Expires 3-6-05

Schedule A (one page) is attached as part of this legal instrument.

SCHEDULE A - ASSIGNED PATENTS

<u>Patent/(Application) No.</u>	<u>Patent/Application Title</u>	<u>Filing Date</u>	<u>Issue Date</u>
U.S. Patent No. 5,318,864	Explosion-Resistant Storage Battery and Method of Manufacture	12 July 1993	7 June 1994
U.S. Patent No. 5,403,364	Explosion-Resistant Storage Battery and Method of Manufacture	20 December 1993	4 April 1995
U.S. Patent No. 5,620,809	Storage Battery and Method of Manufacture	8 May 1995	04/15/1997
U.S. Patent No. 5,645,612	Welding and Cover Sealing Machine Apparatus for Battery Assembly and an Improved Method of manufacturing Storage Batteries	6 December 1995	8 July 1997
U.S. Patent No. 5,885,731	Weldless Battery Using Cover as Mold to Cast Plate Straps, Through the Partition Connections and Terminals	29 April 1997	23 March 1999
U.S. Patent No. 6,059,848	Method of Forming Weldless Battery Using Cover as Mold to Cast Plate Straps, Through the Partition Connections and Terminals	16 March 1999	9 May 2000
U.S. Patent Appl. Serial No. 09/862,792	Battery Assembling Method	22 May 2001	
European Patent Appl. No. 98918825.5	Method of Forming Weldless Battery Using Cover as Mold to Cast Plate Straps, Through the Partition Connections and Terminals	29 April 1997	
European Patent Appl. No. 02253513.2	Battery Assembling Method	17 May 2002	



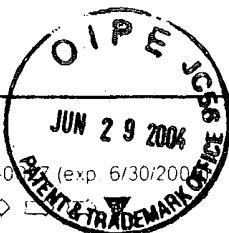
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TC 1700

Assignment 3. From Tekmax, Inc.

To Tekmax Acquisition Company



Form PTO-1595
(Rev. 10/021)
OMB No. 0651-0047 (exp. 6/30/2006)

Tab settings ☐ ☐

RECORDATION FORM COVER SHEET

PATENTS ONLY

U. S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

TC 1700

1. Name of conveying party(ies):

Tekmax, Inc.

2. Name and address of receiving party(ies)

Name: Tekmax Acquisition Company

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Street Address: 14515 North Outer Forty Drive

Suite 300

City: Chesterfield State: Missouri Zip: 63017

Execution Date: January 5, 2004

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 09/671,464 et al.

B. Patent No.(s) 4,407,063 et al.

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kurt F. James

Internal Address:

Senniger, Powers, Leavitt & Roedel

Street Address:

One Metropolitan Square, 16th Floor

City: St. Louis State: MO Zip: 63102

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

19-1345

(Attach duplicate copy of this page if paying by deposit account)

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9. Signature:

Kurt F. James

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

CONTINUED FROM ASSIGNMENT RECORDATION COVER SHEET

4. A. Additional Patent Application No.(s)

10/723,597

10/282,993

09/862,792

4. B. Additional Patent No.(s)

4,462,745

4,758,126

4,822,234

4,824,307

5,102,287

5,129,643

5,318,864

5,403,364

5,454,687

5,620,809

5,645,612

5,885,731

6,030,171

5,059,848

6,062,807

ASSIGNMENT

1. WHEREAS, Tekmax, Inc. of 32220 East Highway 34, Tangent, Oregon 97389, a corporation duly organized and existing under and by virtue of the laws of the State of Oregon (hereinafter referred to as Assignor), is the owner of the entire right, title, and interest in and to certain letters patent of the United States and the inventions disclosed therein; and to certain applications for letters patent of the United States and the inventions disclosed therein; and

2. WHEREAS, Tekmax Acquisition Company of 14515 North Outer Forty Drive, Suite 300, Chesterfield, Missouri 63017, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignee), is desirous of acquiring said right, title, and interest of Assignor;

3. NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by Assignee to Assignor in hand paid, receipt of all of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the United States of America (including its territories and

dependencies) and all countries foreign thereto, in and to said letters patent and all reissues thereof and reexamination certificates therefor, and the inventions disclosed therein, including Assignor's full right to sue for and recover all damages recoverable from past infringements of said letters patent; including specifically, without limiting the generality of the foregoing, the United States patents listed below; and Assignor has further agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said inventions, said United States applications, any other United States applications (including provisional, non-provisional, divisional, continuing, or reissue application) based in whole or in part on said United States applications or in whole or in part on said inventions, any foreign applications based in whole or in part on any of the aforesaid United States applications or in whole or in part on said inventions, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said inventions or any part thereof; including, specifically, without limiting the generality of the foregoing, the United States applications listed below.

4. TO BE HELD AND ENJOYED BY Assignee, its successors and assigns, to the full ends of the respective terms full for which said patents have been or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

5. AND Assignor hereby authorized and requests the Commissioner of Patents and Trademarks of the United States of America to issue any and all United States patents which may be granted upon said United States patent applications to Assignee, its successors and assigns.

6. AND Assignor hereby agrees to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue or other applications for patents of any country, that may be deemed necessary by said Assignee, its successors or assigns fully to secure its interest as aforesaid in and to said inventions or any part thereof, and in and to said several patents or any of them.

7. AND Assignor covenants that Assignor has granted no right or license to make, use or sell said inventions to anyone except said Assignee, that prior to the execution of this deed,

Assignor's right, title, and interest in said inventions has not been otherwise encumbered, and that Assignor has not executed and will not execute any instrument in conflict herewith.

8. THE UNITED STATES PATENTS ARE AS FOLLOWS:

<u>Patent No.</u>	<u>Filed</u>	<u>Inventor(s)</u>	<u>Title</u>
4,407,063	10/13/1981	P. Johnson	Method and Apparatus for Fabricating Battery Plate Envelopes
4,462,745	3/18/1982	P. Johnson J. Young	Plate Feed Apparatus
4,758,126	2/19/1987	P. Johnson D. Johnson	Plate Feed Apparatus
4,822,234	11/16/1987	P. Johnson D. Johnson G. Kahl	Plate Feed Apparatus
4,824,307	2/11/1988	P. Johnson D. Johnson	Apparatus for Vertically Stacking Battery Plates
5,102,287	9/6/1990	D. Johnson T. Hammer	Plate Handling Apparatus,
5,129,643	12/17/1990	P. Johnson D. Johnson	Apparatus for Stacking Pasted Battery Plates
5,318,864	7/12/1993	J. K. Shannon J. M. Shannon	Explosion-Resistant Storage Battery and Method of Manufacture
5,403,364	12/20/1993	J. K. Shannon J. M. Shannon	Explosion-Resistant Storage Battery and Method of Manufacture
5,454,687	6/17/1992	P. Johnson D. Johnson	High Speed Sorter / Stacker
5,620,809	5/8/1995	J. K. Shannon J. M. Shannon	Storage Battery and Method of Manufacture

5,645,612	12/6/1995	J. K. Shannon J. M. Shannon	Welding and Cover Sealing Machine Apparatus for Battery Assembly and an Improved Method of Manufacturing Storage Batteries
5,885,731	4/29/1997	J. K. Shannon J. M. Shannon	Weldless Battery Using Cover as Mold to Cast Plate Straps, Through the Partition Connections and Terminals
6,030,171	1/8/1999	P. Johnson D. Johnson	Battery Plate Feeder Having Oscillating Pick-Up Head
6,059,848	3/16/1999	J. K. Shannon J. M. Shannon	Method of Forming Weldless Battery Using Cover as Mold to Cast Plate Straps, Through the Partition Connections and Terminals
6,062,807	4/8/1998	P. Johnson D. Johnson	Battery Plate Feeder Having Oscillating Pick-Up Head

9. THE UNITED STATES PATENT APPLICATIONS ARE AS FOLLOWS:

<u>Serial No.</u>	<u>Filed</u>	<u>Inventor(s)</u>	<u>Title</u>
09/671,464	9/27/2000	P. Johnson D. Johnson	Method of Installing Edge Piece On Battery and Apparatus for Performing Same
10/723,597	9/24/2003	P. Johnson D. Johnson	Method of Installing Edge Piece On Battery and Apparatus for Performing Same
10/282,993	10/28/2002	D. Johnson T. Knighton	Battery Plate Feeder Having Low Vacuum, High Flow Rate Pick-Up Head
09/862,792	5/22/2001	J. K. Shannon J. M. Shannon	Battery Assembling Method

10. IN WITNESS WHEREOF the parties have hereinunder set their hands

TEKMAX, INC.

By *David Johnson*
David Johnson

Title: President

Date *Jan 5, 2004*

ACKNOWLEDGMENT

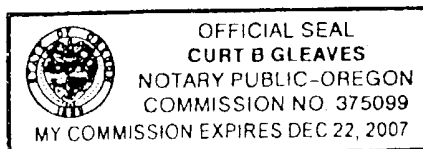
State of *Oregon*)
) SS.
County of *Multnomah*)

On this *5th* day of *January*, 200*4*, before me personally appeared David Johnson, to me known, who, being by me duly sworn, did depose and say that he is President of Tekmax, Inc., the corporation described in and which executed the above instrument.

My Commission Expires:
12/22/07

Curt B Gleave
Notary Public

(Notarial Seal)



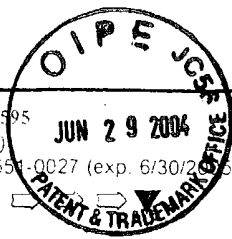


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TC 1700

Assignment 4.

From Tekmax Acquisition Company

To MiTek Holdings, Inc.



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U. S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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JUL 06 2004
TC 1700

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy therefrom.

1. Name of conveying party(ies):

Tekmax Acquisition Company

2. Name and address of receiving party(ies)

Name: Mitek Holdings, Inc.

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Street Address: 14515 North Outer Forty Drive

Suite 300

City: Chesterfield State: Missouri Zip: 63017

Execution Date: January 12, 2004

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No. (s) 09/671,464 et al.

B. Patent No. (s) 4,407,063 et al.

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kurt F. James

Internal Address:

Senniger, Powers, Leavitt & Roedel

Street Address:

One Metropolitan Square, 16th Floor

City: St. Louis State: MO Zip: 63102

6. Total number of applications and patents involved:

20

7. Total fee (37 CFR 3.41) \$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

19-1345

(Attach duplicate copy of this page if paying by deposit account)

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9. Signature.

Kurt F. James

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

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Mail documents to be recorded with required cover sheet information to
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CONTINUATION FROM ASSIGNMENT RECORDATION COVER SHEET

4. A. Additional Patent Application No.(s)

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6,062,807

ASSIGNMENT

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2. WHEREAS, MiTek Holdings, Inc. of 14515 North Outer Forty Drive, Suite 300, Chesterfield, Missouri 63017, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignee), is desirous of acquiring said right, title, and interest of Assignor;

3. NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by Assignee to Assignor in hand paid, receipt of all of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the

United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said letters patent and all reissues thereof and reexamination certificates therefor, and the inventions disclosed therein, including Assignor's full right to sue for and recover all damages recoverable from past infringements of said letters patent; including specifically, without limiting the generality of the foregoing, the United States patents listed below; and Assignor has further agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said inventions, said United States applications, any other United States applications (including provisional, non-provisional, divisional, continuing, or reissue application) based in whole or in part on said United States applications or in whole or in part on said inventions, any foreign applications based in whole or in part on any of the aforesaid United States applications or in whole or in part on said inventions, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said inventions or any part thereof; including, specifically, without

limiting the generality of the foregoing, the United States applications listed below.

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4,824,307	2/11/1988	P. Johnson D. Johnson	Apparatus for Vertically Stacking Battery Plates
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5,454,687	6/17/1992	P. Johnson D. Johnson	High Speed Sorter / Stacker
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<u>Serial No.</u>	<u>Filed</u>	<u>Inventor(s)</u>	<u>Title</u>
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10/723,597	9/24/2003	P. Johnson D. Johnson	Method of Installing Edge Piece On Battery and Apparatus for Performing Same
10/282,993	10/28/2002	D. Johnson T. Knighton	Battery Plate Feeder Having Low Vacuum, High Flow Rate Pick-Up Head
09/862,792	5/22/2001	J. K. Shannon J. M. Shannon	Battery Assembling Method

10. IN WITNESS WHEREOF the parties have hereinunder set their hands

TEKMAX ACQUISITION COMPANY

By Joseph C. Carr, Jr.
Joseph C. Carr, Jr., Esq.

Title: Vice President,
Secretary and General
Counsel

Date Jan. 12, 2004

ACKNOWLEDGMENT

State of Missouri)
County of St. Louis) SS.

On this 12 day of January, 2004, before me personally appeared Joseph C. Carr, Jr., to me known, who, being by me duly sworn, did depose and say that he is Vice President, Secretary and General Counsel of Tekmax Acquisition Company, the corporation described in and which executed the above instrument.

My Commission Expires: 8-22-04
Notary Public

WENDY ODE
Notary Public - Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: Aug. 22, 2004

(Notarial Seal)